

**SUMMARY OF MAJOR CHANGES TO  
DOD 7000.14-R, VOLUME 7A, CHAPTER 3  
“ABSENCE FROM DUTY, EFFECT ON PAY AND ALLOWANCES”**

**Substantive revisions are denoted by a ★ preceding the section, paragraph, table or figure that includes the revision**

<b>PARA</b>	<b>EXPLANATION OF CHANGE/REVISION</b>	<b>EFFECTIVE DATE</b>
Table 3-2	Interim change 44-98 in regards to Hostile Fire/Imminent Danger Pay	October 17, 1998

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## CHAPTER 3

ABSENCE FROM DUTY, EFFECT ON PAY AND ALLOWANCES0301 AUTHORIZED LEAVE

030101. Authority. All Military Service members on active duty for 30 consecutive days or more are entitled to accrue leave under applicable Military Service leave regulations. While on authorized leave they are entitled to full pay and allowances except as otherwise provided in Table 3-1.

030102. Applicable Service Leave Regulations. Applicable Military Service leave regulations are:

- A. Army. AR 630-5 (reference (e)).
- B. Navy. MILPERSMAN (reference (f)).
- C. Air Force. AFR 35-9 (reference (h)).
- D. Marine Corps. MCO P1050.3 (reference (g)).

030103. Reserved

030104. Pay and Allowances During Leave

A. Entitlement. See Table 3-1.

B. Full Pay and Allowances Defined. This term means (includes) the following:

- 1. Basic pay
- 2. Special pays
- 3. Incentive pay for hazardous duty
- 4. Basic allowance for subsistence (enlisted leave rations)
- 5. Basic allowance for housing
- 6. Personal money allowances
- 7. Clothing maintenance allowances

8. Family separation allowances

9. Station allowances. (See Joint Federal Travel Regulations, Volume 1, Chapter 9 (reference (d).))

030105. Advance Leave Carryover or Change to Excess Leave (Effective November 14, 1986)

A. When Carryover Allowed. Members may elect to carry all or part of an advance leave balance over to a new term of service when discharged for the purpose of:

1. Reenlisting within 24 hours of discharge or extending an enlistment; or

2. Accepting an appointment as a warrant or commissioned officer of the Armed Forces. Carryover will not exceed the number of days or fraction of days the member will accrue in the new enlistment or term of service or 30 days, whichever is less.

Example 1: A member's current term of service ends April 30, 1987. The member reenlists for 6 years on March 1, 1987, and has a 5.0-day advance leave balance. The 5.0-day advance leave balance can be carried into the new term of service.

Example 2: A member's current term of service ends September 30, 1987. On May 1, 1987, the member agrees to serve a 12-month extension and has a 12.5 day-advance leave balance which will be offset by leave accrual through September 30, 1987. Between May 1, 1987, and September 30, 1987, the member was charged for 30 days of leave. When the extension became operative (October 1, 1987), the member could elect to carry the 30.0-day advance leave balance into the new term of service (12-month extension).

B. Excess Leave. Advance leave becomes excess leave and requires collection of pay and allowances under the following conditions:

1. Discharge for the purpose of reenlisting, extending an enlistment or accepting a warrant or commission, and advance leave exceeds 30 days.

2. Advance leave balance exceeds that which will accrue in the new enlistment or term of service (for example, enlistment or extension(s)) including when an agreement to extend is cancelled by the Military Service. If an agreement to extend is cancelled by the member for the purpose of immediate reenlistment, collect the advance under subparagraph 030105.B.1, above, if applicable.

3. Relief from active duty.

4. Appointment as a cadet or midshipman at a Service academy.

## 5. Death.

6. Return from a period of leave that was in excess of the number of days leave and fractions thereof member will accrue before the normal expiration of current enlistment or term of active service. The term of an extension(s) will be considered when determining the normal expiration of current enlistment or term of active service. Extension(s) will be considered from the date the member agrees to the extension(s). Excess leave properly charged before the date a member extends a term of service (reenlistment, appointment or agrees to extend voluntarily or is involuntarily extended) will not be affected and under no circumstances will pay and allowances previously collected be refunded. (See paragraph 030106, below, when it is known at the time leave is granted that the member will be in excess leave status.)

Example 3: A member's current term of service ends March 31, 1988. The member reenlists for 6 years on January 1, 1987, and has a 35.5-day advance leave balance. The member can carry 30.0 days of advance leave into the new term of service. The remaining 5.5-day advance leave balance will change to excess leave and will require immediate collection of pay and allowances. Paragraph 030106, below, applies.

Example 4: Same as example 2, except that the member takes 34 days of leave between May 1, 1987, and September 30, 1987. Since a maximum of 30.0 days advance leave can be carried into the new term of service (12-month extension), the remaining 4.0 days would require immediate collection of pay and allowances when the leave was used. Paragraph 030106, below, applies.

C. Amount to be Collected. Compute collection under subparagraph 030105.B, above, on the basis of pay and allowances actually received by the member during the period of leave involved.

030106. Pay and Allowances During Excess Leave. Members on excess leave are not entitled to pay and allowances, except as provided by subparagraph 260501.C of this volume. Apply the above as follows:

A. When the complete period of leave is granted as excess leave, pay and allowance accrual will be stopped beginning with the first day of leave.

B. When a portion of the leave is granted as advance leave and a portion granted as excess leave, pay and allowance accrual will be stopped beginning with the first day of excess leave. Members in an excess leave are considered to have a rate of pay.

030107. Leave Pending Review of Certain Courts-Martial Convictions. Under regulations prescribed by the Secretary of the Military Department concerned, members sentenced to unsuspended dismissal or unsuspended dishonorable or bad conduct discharge by court-martial may be required to take leave pending review of their conviction as provided by Article 76a, Uniform Code of Military Justice (UCMJ) (reference (i)).

A. Such leave shall be charged against any accrued leave to the member's credit on the day before the day such leave begins unless the member elects to be paid for accrued leave under subparagraph 350101.C of this volume.

1. If the member does not elect to be paid for accrued leave or does not have sufficient accrued leave to cover the total period of leave required to be taken, the leave not covered by accrued leave shall be charged as excess leave.

2. If the member elects to be paid for accrued leave, the entire period of leave shall be charged as excess leave and pay and allowances will not accrue for such period except under the provisions of subparagraph B, below.

B. A member required to take leave under Article 76a, UCMJ (reference (i)), whose sentence by court-martial to dismissal or dishonorable or bad-conduct discharge is set aside or disapproved on appellate review, shall accrue pay and allowances for the period of leave charged as excess leave (except for any day of accrued leave for which the member has been paid under subparagraph 030107.A.2, above), unless a rehearing or new trial is ordered and dismissal or dishonorable or bad-conduct discharge results from the rehearing or new trial and such dismissal or discharge is later executed.

1. Computation of Payment. The amount of gross pay and allowances accrued under this subparagraph shall be reduced by the total gross income from wages, salaries, tips, other personal service income, unemployment compensation, and public assistance benefits from any government agency during the period the member is deemed to have accrued gross pay and allowances. The total gross income described above, however, cannot reduce the amount of gross pay and allowances to the extent that the member becomes indebted to the government.

a. Approved Sentence Does Not Include Reduction. Pay and allowances under this section will be paid in the pay grade held by the member on the day before the day on which the court-martial sentence was approved by the convening authority.

b. Approved Sentence Includes Reductions. If the pay grade of the member was reduced to a lower grade as a result of the court-martial sentence and the reduction has not been set aside, disapproved, or otherwise vacated, pay and allowances accrued under this paragraph will be paid at the lower pay grade.

2. Time of Payment

a. Payment shall be made within 60 days from the date of the order setting aside or disapproving the sentence by court-martial to a dismissal or a dishonorable or bad-conduct discharge if no rehearing or new trial has been ordered.

b. Payment shall be made within 180 days from the date of the order setting aside or disapproving the sentence by court-martial to a dismissal or a dishonorable or bad-conduct discharge if a rehearing or new trial has been ordered but charges have not been referred to a rehearing or new trial within 120 days from the date of that order.

c. If a rehearing or new trial has been ordered, and a dismissal or a dishonorable or bad-conduct discharge is not included in the result of the rehearing or new trial, payment shall be made within 60 days of the date of the announcement of the result of such rehearing or new trial.

d. If a rehearing or new trial has been ordered, and a dismissal for a dishonorable or bad-conduct discharge is included as the result of such rehearing or new trial, but such dismissal or discharge is not later executed, payment shall be made within 60 days of the date of the order which set aside, disapproved, or otherwise vacated such dismissal or discharge.

e. If a member who is entitled to be paid under this section, fails to provide sufficient information in a timely manner regarding his/her income when such information is requested under subparagraph 030107.C, below, the periods of time prescribed in this paragraph shall be extended until 30 days after the date on which the member provides the requested information.

C. In all cases where payment must be made under subparagraph 030107.B, above, the member solely is responsible for providing the information as to sources and amounts of income received by the member during periods of required appellate leave. Pay will be computed only on the basis of a written record. Information as to sources and amounts of income should include, at a minimum, copies of all pertinent income tax returns, employer statements of income earned from wages, salaries, tips, and documentation of other personal service income. In cases where the member has been unemployed, the required information shall include affidavits or written evidence of lack of employment and documentation to verify the duration of unemployment compensation and public assistance benefits received from any government agency.

## 0302 UNAUTHORIZED ABSENCE AND OTHER LOST TIME

030201. Effect on Pay and Allowances. The types of unauthorized absence and other lost time and their effect on pay and allowances are shown in Table 3-2. (Compute for forfeitures of pay and allowances as instructed in paragraph 020202 of this volume.)

### 030202. Unauthorized Absence and Desertion

A. Determination by Courts-Martial. A member found guilty of unauthorized absence by a court-martial forfeits pay and allowances for the period of absence. An acquittal (or disapproval by the reviewing authority, in case of conviction) affects only the disciplinary aspects of the absence. It does not prevent an administrative determination that the member was absent without leave.

A. Administrative Determination of Unauthorized Absence. When a member is in an unauthorized absence status, an administrative determination must be made as to whether the absence was unavoidable. Table 3-3 contains rules for determining whether the absence was unavoidable. If it is not excused as unavoidable, the member (including one mentally incompetent) forfeits pay and allowances for the period of absence. This applies even though a court-martial finds the member not guilty of a charge of unauthorized absence, or when a finding of guilty has been disapproved by the reviewing authority.

B. Discharge for Desertion. A discharge for desertion is conclusive evidence of desertion for purpose of forfeiture of pay, even in the absence of trial by court-martial.

C. Dropped From Rolls. A commissioned officer of the Army or Air Force, who is dropped from the rolls by the President for absence without authority for 3 months, forfeits all pay due or to become due. Pay and allowances due at the time the officer is dropped from the rolls, however, will be used to satisfy debts due the United States and its instrumentalities.

E. Disposition of Forfeitures as a Result of Desertion. When an enlisted member, warrant officer, or limited duty officer forfeits pay as a result of desertion, deposit the gross amount of such forfeited pay to the Armed Forces Retirement Home Trust Fund. Do not, however, deposit this pay beyond the expiration of term of enlistment for enlisted members.

030203. Computing Periods of Unauthorized Absence. Unauthorized absence of 24 consecutive hours or less does not affect pay or allowances. This applies even though the absence involves parts of 2 days. When the period of unauthorized absence exceeds 24 consecutive hours, use Table 3-4 to determine the first and last day of the period of absence.

030204. Absence in the Hands of Civil Authorities

A. General. Pay the member all pay and allowances earned through the day before the first day of unauthorized absence. If the member is delivered to civil authorities by military authorities, he or she is entitled to all pay and allowances earned through the day prior to the date of such delivery. For entitlement to pay and allowances during confinement, see Table 3-2, rules 4, 5, and 6.

B. Finding of Insanity. An administrative determination under the rules contained in Table 3-3 must be made as to whether the absence was unavoidable when a member is found not guilty by reason of insanity by a civil court and transferred to a mental institution for an indefinite period of time. Table 3-2 contains rules for determining the effect of the absence on pay and allowances.

C. Work Release Program. In some states and local jurisdictions, a person convicted and sentenced to a term of civil confinement may be released from the confinement facility to the cognizance of an employer during the normal workday. Work release, job rehabilitation, or employment retention programs of this type generally are conducted for the



purpose of providing prisoners a means to continue support of their dependents and to demonstrate that they are capable of self-rehabilitation. When members are paroled to military authorities under a “work release” or similar program, they are entitled to pay and allowances for each day of full duty performed commensurate with their grade and military specialty.

030205. Absence Due to Disease

- A. When Pay Is Forfeited. See Table 3-2, rule 3.
- B. When Pay Is Not Forfeited. Pay is not forfeited for absence from duty caused by:
  - 1. An injury
  - 2. A disease, except under Table 3-2, rule 3
  - 3. Simple drunkenness, if not coupled with chronic alcoholism or intemperate use of habit-forming drugs
  - 4. Venereal disease, whether or not due to misconduct

C. Personal Expense Money. A member whose pay is forfeited under Table 3-2, rule 3, for more than 1 month is entitled to \$5 for personal expenses for each full month that he or she forfeits pay. This payment will be made even though the member is indebted to the United States. The term “full month” is the period from a date in 1 month through the preceding date in the following month. For example, July 3 through August 2 is 1 month.

030206. Military Confinement

- A. General. Pay and allowances accrue to a member in military confinement except when:
  - 1. Confined by military authorities, for civil authorities. See Table 3-2, rules 6 and 8.
  - 2. Pay and allowances are forfeited by court-martial sentence. See Chapter 48 of this volume and Table 3-2, rule 10.
  - 3. The term of enlistment expires. See paragraph 030207, below.

030207. Term of Enlistment Expires

A. General. Pay and allowances accrue to a member upon return to a full duty status. Full duty is attained when a member not in confinement is assigned useful and productive duties (as opposed to duties prescribed by regulations for confinement facilities), on a

full-time basis which are not inconsistent with the grade, length of service, and military occupational specialty (MOS). While placement in the same MOS is not essential, the decision to place a member in that MOS or to assign the member available duties consistent with the grade and service rests with the appropriate military commander.

B. Absentee Returned to Military Control. An absentee who surrenders or is apprehended after a term of enlistment has expired is not entitled to pay and allowances until restored to a full-duty status for the purpose of making good lost time. While held in retention, a member may be assigned duties as prescribed by regulations governing detained prisoners without being returned to full-duty status.

C. Enlistment Expires Before Trial. An enlisted member retained in the Military Service for the purpose of trial by court-martial is not entitled to pay for any period after expiration of the enlistment unless acquitted or the charges are dismissed, or the member is retained in or restored to a full-duty status.

D. Confined Awaiting Trial by Court-Martial. If a member is confined awaiting court-martial trial when the enlistment expires, pay and allowances end on the date the enlistment expires. If the member is acquitted when tried, pay and allowances accrue until discharge.

E. Confined Serving Court-Martial Sentence. If a member is confined serving court-martial sentence when the enlistment expires, pay and allowances end on the date the enlistment expires unless the sentence is completely overturned or set aside as specified in section 4809 of this volume. Pay and allowances will not accrue again until the date the member is restored to a full-duty status.

F. Confined While in a Status of Being Held in the Service To Make Up Lost Time. If confined while in a status of being held in the Military Service to make up lost time, an enlisted member continues in a pay status, except to the extent that pay may be forfeited by court-martial, the same as during the regular enlistment period. This pay status terminates if the member is in confinement on the date the normal term of service as extended to make up lost time would have expired, even if restored to duty at a later date.

G. Confinement Deferred or Prisoner Restored to Duty. A prisoner in a non-pay status is entitled to pay and allowances when service of sentence to confinement is deferred or the member is restored to a full-duty status. The date restored to duty is the date the member reported present for duty.

H. Absentee Confined Upon Return to Military Control. An enlisted member, whose term of enlistment has expired while in a status of absence without leave or desertion, is not entitled to pay and allowances upon return to military control while confined awaiting trial and disposition of the case, if the conviction becomes final and the member has not been returned to a full-duty status. A member, however, who is returned to military control and restored to full duty for the purpose of making good lost time before being confined to await trial, continues in a pay status except to the extent that pay may be forfeited by court-martial, the

same as during the regular enlistment period. This pay status terminates if the member is in confinement on the date the normal term of service as extended to make up lost time would have expired, even if he or she is restored to duty at a later date.

I. Confined Under Sentence of Death. The pay and allowances of a member serving in confinement under sentence of death and pending completion of the appellate review of the record of trial, do not accrue after the expiration of the enlistment.

J. Appellate Review of Court-Martial Sentence. A confined member who is pending appellate review of his or her court-martial sentence is not entitled to pay and allowances after expiration of term of enlistment, unless the conviction is completely overturned or set aside.

030208.Reserve Officer Absent From Duty. A Reserve officer whose term of active service expires while confined as a result of court-martial action, continues to be entitled to pay and allowances, except when forfeited under an approved sentence of a court-martial or a period of service is terminated by proper orders.

<b>AUTHORIZED ABSENCE—EFFECT ON PAY AND ALLOWANCES</b>				
<b>R U L E</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>
	<b>When member is absent from duty</b>	<b>and</b>	<b>then member is</b>	<b>and the period of absence is</b>
<b>1</b>	on authorized leave	such leave is: a. ordinary accrued leave b. emergency leave c. reenlistment leave d. delay en route	entitled to otherwise proper credit of full pay and allowances during the period of absence	charged as leave.
<b>2</b>		in advance of that accrued		charged against leave as it accrues (note 1).
<b>3</b>		such leave is: a. graduation leave b. sick or convalescent leave c. pass or liberty d. proceed time		not chargeable against leave.
<b>4</b>	at home on PCS orders awaiting final action on physical evaluation board proceedings		entitled to pay and allowances as follows: a. basic pay b. special pay (if a health professional officer) c. BAS officers and enlisted (note 3) d. BAH (note 2) e. clothing maintenance allowance	chargeable to leave to the extent possible (note 4).
<b>5</b>	on excess leave		not entitled to pay and allowances except BAH as provided in subparagraph 260501.C (note 7)	not chargeable to accrued leave (note 6).
<b>6</b>	on authorized educational leave of absence not to exceed 2 years		entitled to basic pay (member is not entitled to BAH, BAS, or any other pay and allowance to which member might otherwise be entitled for period of leave of absence)	not chargeable to accrued leave.

Table 3-1. Authorized Absence—Effect on Pay and Allowances

<b>AUTHORIZED ABSENCE—EFFECT ON PAY AND ALLOWANCES</b>				
<b>R U L E</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>
	<b>When member is absent from duty</b>	<b>and</b>	<b>then member is</b>	<b>and the period of absence is</b>
<b>7</b>	on authorized rest and recuperative absence for not more than 30 days for extending duty under Volume 7A, sections 1401 to 1403 of this Regulation		entitled to otherwise proper credit of full pay and allowances during the period of absence (note 5)	not chargeable to accrued leave.

**NOTES:**

1. See paragraph 030105 for collection requirements when advance leave is changed to excess leave.
2. Members without dependents are entitled to BAH as prescribed in Table 2-3, rules 20 and 21.
3. Enlisted members are entitled to BAS at the rate shown in subparagraph 250406.B except for days of leave specifically authorized by the PCS orders. Pay BAS at the rate shown in subparagraph 250406.A for the PCS order-authorized leave period.
4. A negative leave balance which existed prior to the member being ordered home continues until separation or retirement and will be collected as excess leave.
5. Member is not entitled to special pay under section 1402 of this volume.
6. Under DoDD 1327.5, a member does not accrue leave during periods of excess leave (here referred to as “non-accrual”). Computation of the number of days involved in an excess leave balance which accounts for this nonaccrual may result in a total which includes a fraction. Effective with leave taken on or after Feb 1, 1987, the total is not rounded to eliminate the fraction when pay and allowances are collected for excess leave. The fractional one-half day is considered to occur on the first day of the excess leave involved. Collect pay and allowances for the number of days, to include fractional days, according to paragraph 030105 or 030106.
7. A member separating effective Mar 1 whose separation leave period through Feb 28 (or through Feb 29 during leap year) results in excess leave, is not entitled to pay and allowances for Feb 29 and 30 (or for Feb 30 during leap year). These days are not considered days of excess leave; however, the member is considered to be in a non-pay status through Feb 30. See paragraph 020202.

**Table 3-1. Authorized Absence—Effect on Pay and Allowances (Continued)**

<b>UNAUTHORIZED ABSENCE AND OTHER LOST TIME—EFFECT ON PAY AND ALLOWANCES</b>			
<b>R U L E</b>	<b>A</b>	<b>B</b>	<b>C</b>
	<b>When member is absent from duty</b>	<b>and</b>	<b>then the member (note 6)</b>
<b>1</b>	without authority (AWOL) or over leave, delays en route, pass or liberty	the absence is excused as unavoidable	is entitled to otherwise proper credits of pay and allowances (note 1).
<b>2</b>		the absence is not excused as unavoidable	is not entitled to pay and allowances.
<b>3</b>	for more than 24 consecutive hours as a result of a disease	the disease is caused by and immediately follows intemperate use of alcoholic liquors or habit-forming drugs	is entitled to allowances but not to basic pay, special, or incentive pay (note 2).
<b>4</b>	in confinement by civil authorities	is being detained as a witness before a civil court	is entitled to otherwise proper credits of pay and allowances.
<b>5</b>		the absence is excused as unavoidable (see Table 3-3)	
<b>6</b>		the absence is not excused as unavoidable (see Table 3-3)	is not entitled to pay and allowances, except for that part of the period that is covered by authorized leave, liberty, or pass (note 5).
<b>7</b>	in confinement by military authorities for a foreign civil offense	is not considered “constructively absent” from duty (note 4)	is entitled to otherwise proper credits of pay and allowances.
<b>8</b>		is considered “constructively absent” from duty (note 7)	is not entitled to pay and allowances except for that part of the period that is covered by authorized leave, unless the absence is excused as unavoidable (see Table 3-3).
<b>9</b>	in military confinement (other than for civil authorities)	is awaiting trial by court-martial or serving a sentence of confinement which did not include a forfeiture of pay	is entitled to otherwise proper credits of pay and allowances.
<b>10</b>		is serving a court-martial sentence which includes a forfeiture of pay and allowances	is entitled to pay and allowances accruing before the date the sentence was approved by the convening authority and to any unforfeited pay and allowances accruing after that date.
<b>11</b>	as a deserter	is found guilty of deserting by court-martial or is administratively discharged for desertion or dies prior to return to military control or while awaiting trial by court-martial for the charge of desertion	forfeits all pay and allowances including that due on the first day of desertion (note 3).

**Table 3-2. Unauthorized Absence and Other Lost Time—Effect on Pay and Allowances**

UNAUTHORIZED ABSENCE AND OTHER LOST TIME—EFFECT ON PAY AND ALLOWANCES			
R U L E	A	B	C
	When member is absent from duty	and	then the member (note 6)
12	without authority for 3 months while serving as an Army or Air Force officer	is dropped from the rolls by the President	forfeits all pay and allowances due or to become due (note 3).

**NOTES:**

1. Enlisted members are entitled to BAS at the rate prescribed when permission to ration separately is granted unless they were subsisted at government expense.
2. Member is not entitled to pay or allowances for period of hospitalization after expiration of enlistment.
3. Pay and allowances due on date of desertion and on date an officer was dropped from the rolls will be used to satisfy debts due the United States and its instrumentalities.
4. In any case where the commander of the military installation retains the discretionary authority to decide to incarcerate a member (or to merely restrict to the duty station and assign to perform useful and productive duties on a full-time basis), such member will not be considered as being “constructively absent” for the purposes of entitlement to pay and allowances.
5. A member is not entitled to pay and allowances if granted a pass or liberty to serve civil confinement.
6. See section 2605 for entitlement to basic allowance for housing in a non-pay status. See Chapter 10 for entitlement to hostile fire/imminent danger pay which is payable in full for each month in which qualification is made.
7. Under existing DoD policy and Status of Forces Agreements, the United States Commander always retains discretionary authority to incarcerate or restrict a Military Service member to the installation when such a member is pending civil charges, even in cases where incarceration or restriction is requested by foreign authorities. Such member is not considered as being “constructively absent” for the purpose of entitlement to pay and allowances.

**Table 3-2. Unauthorized Absence and Other Lost Time—Effect on Pay and Allowances  
(Continued)**

<b>RULES FOR DETERMINING WHETHER ABSENCE IS UNAVOIDABLE</b>				
<b>R U L E</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>
	<b>When member is absent from duty</b>	<b>and</b>	<b>and</b>	<b>then the absence</b>
<b>1</b>	in confinement by civil authorities or by military authorities for civil authorities	is tried and acquitted		be excused as unavoidable.
<b>2</b>		charges are dismissed or member is released (or dies) without trial	it is clear that arrest and detention were not due to member's misconduct	
<b>3</b>		is released without trial upon agreement to make restitution or reparation for the alleged offense	the commander determines that absence was not due to member's misconduct	
<b>4</b>		is admitted to bail and trial is postponed indefinitely	it is apparent that the case will not be prosecuted	
<b>5</b>		was released because the case was discontinued by the prosecutor or plaintiff or because the jury failed to agree		
<b>6</b>		is tried and convicted		not be excused as unavoidable.
<b>7</b>		is released under bond (not in a full duty status) pending appeal of the case to a higher court	the appeal does not result in acquittal	
<b>8</b>		is discharged because of imprisonment or conviction by a civil court		
<b>9</b>		confinement is due to failure to obey a decree of a civil court		
<b>10</b>	in confinement by civil authorities	is tried and found not guilty by reason of insanity	is transferred to a state mental institution	be excused as unavoidable.
<b>11</b>	without authority (AWOL) or over leave	the absence could not have been avoided by the member or by military authorities	the absence was not due to member's misconduct	be excused as unavoidable.
<b>12</b>	over pass or liberty	the absence could not have been avoided by the member or by military authorities	the absence was not due to member's misconduct	be excused as unavoidable.
<b>13</b>		the absence could have been prevented by member or by military authorities		not be excused as unavoidable.

Table 3-3. Rules for Determining Whether Absence Is Unavoidable



<b>COMPUTING PERIODS OF UNAUTHORIZED</b>						
<b>R U L E</b>	<b>A</b>			<b>B</b>	<b>C</b>	<b>D</b>
	<b>When a member of the</b>			<b>and the hour of expiration of leave, pass, or liberty, or authorized travel time</b>	<b>and the member</b>	<b>then</b>
	<b>Army / Air Force</b>	<b>Navy/ Marine Corps</b>				
<b>1</b>	<b>X</b>	<b>X</b>	leaves the post of duty, place of service or organization without authority		remains absent more than 24 consecutive hours	the day of departure will be counted as the first day of unauthorized absence.
<b>2</b>			fails to report to the organization or post of duty on the last day of authorized leave, pass, or liberty, or authorized travel time	is before 2400 hours as specified in leave orders	does not report on or before the specified hour of the following day	the last day of leave, pass, or liberty, or authorized travel time is the first day of unauthorized absence.
<b>3</b>				is 2400 hours as specified in leave orders		the day following the last day of leave, pass, or liberty, or authorized travel time is the first day of unauthorized absence.
<b>4</b>			fails to report to the organization or post of duty on the last day of authorized leave, pass, or liberty	is not specified in leave orders	does not report before normal duty hours of the following day (note)	the day following the last day of leave, pass, or liberty is the first day of unauthorized absence.
<b>5</b>	<b>X</b>				does not report by 2400 hours of the following day	
<b>6</b>	<b>X</b>	<b>X</b>	fails to report to the organization or post of duty by 2400 hours on the last day of authorized travel time	is not specified in orders		the day following the last day of authorized travel time is the first day of unauthorized absence.
<b>7</b>			is AWOL		returns to the place of duty, or organization, or otherwise to the jurisdiction of the Armed Forces	the day before the member's return is the last day of unauthorized absence.

NOTE: The unauthorized absence begins at the normal duty hour. No unauthorized absence exists unless the member remains absent for more than 24 hours after the beginning of the normal duty hour.

**Table 3-4. Computing Periods of Unauthorized Absence**

## Chapter 03—Absence from Duty, Effect on Pay and Allowances

0301—Authorized Leave	030101	10 U.S.C. 701(a)
	030104B.9	MS Comp Gen B-181710, Apr 2, 1975
	030105A	37 U.S.C. 502(b)
	030105B	10 U.S.C. 701 Public Law 99-661, section 506, November 14, 1986
	030105C	60 Comp Gen 51
	030106	50 U.S.C. App 2205 Public Law 93-64, July 9, 1973
	030107	Public Law 97-81, November 20, 1981
	030107B	MS Comp Gen B-213883, May 30, 1984
	030107B1	55 Comp Gen 507,
0302—Unauthorized Absence and Other Lost Time		
	030202A	50 U.S.C. App 2205 MS Comp Gen B-147334, November 6, 1961
	030202C	9 Comp Dec 517, 518
	030202E	10 U.S.C. 2772
	030204A	MS Comp Gen B-169366, April 8, 1970
	030204B	52 Comp Gen 317
	030204C	MS Comp Gen B-194949, November 7, 1979
	030205A	14 Comp Gen 710
	030205B1	Op JAGA, September 27, 1934
	030206A1	MS Comp Gen B-169366, April 8, 1970
	030207A	54 Comp Gen 862
	030207B	9 Comp Gen 323 MS Comp Gen B-23804, February 21, 1942 MS Comp Gen B-113109, Janu 30, 1953 9 Bul JAG 50 54 Comp Gen 862

030207C	MS Comp Gen B-131446, June 26, 1957
030207D	30 Comp Gen 449
030207E	11 Comp Gen 342
	54 Comp Gen 862
030207F	37 Comp Gen 488
	47 Comp Gen 487
030207H	37 Comp Gen 380
	9 Comp Gen 323
	3 Comp Dec 676
030207I	33 Comp Gen 195
030207J	59 Comp Gen 12
030208	MS Comp Gen B-171865, March 25, 1971

## Table 3-1

Rule 4	32 Comp Gen 348
Rule 6	10 U.S.C. 708
Rule 7	10 U.S.C. 705
Note 1	37 U.S.C. 402
Note 2	10 U.S.C. 703
Note 7	5 Comp Gen 935

## Table 3-2

Rules 1&2	40 Comp Gen 366
Rule 3	37 U.S.C. 802
Rules 5&6	8 Comp Gen 80
	36 Comp Gen 173
Rules 7&8	36 Comp Gen 173
	45 Comp Gen 766
	MS Comp Gen B-169366, April 8, 1970
	55 Comp Gen 186
Rule 11	<u>US v Landers</u> , 92 US 77
Rule 12	37 U.S.C. 803
Note 1	37 U.S.C. 402
Note 2	19 Comp Gen 288, 290
Note 3	<u>US v Landers</u> , 92 US 77
Notes 4&5	55 Comp Gen 186
Note 5	MS Comp Gen B-191301, May 17, 1978

## Table 3-3

Rule 2	7 Comp Gen 496
Rule 3	39 Comp Gen 781
Rule 4	10 Comp Dec 490
Rule 5	Op JAG, March 18, 1909
Rule 7	11 Comp Dec 755
Rule 8	14 Comp Dec 116
Rule 9	Op JAG, April 15, 1916
Rule 10	MS Comp Gen B-194949, November 7, 1979
Rules 11 through 13	40 Comp Gen 366